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10 Attorneys for Defendant
11 SHEIN FASHION GROUP, INC.,

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 NANJING KAPEIXI NETWORK
15 TECHNOLOGY CO., LTD d/b/a
16 CUPSHE,

17 Plaintiff,

18 v.

19 SHEIN FASHION GROUP, INC.,
20 SHEIN GROUP LIMITED, SHEIN
21 GROUP UK LIMITED, and DOES 1-10,
22 inclusive.

23 Defendant.

24 CASE NO. 2:18-cv-08942 DSF-SK

25 **DEFENDANT SHEIN FASHION**
26 **GROUP INC.'S ANSWER TO**
27 **COMPLAINT**

28 **[DEMAND FOR JURY]**

Action Filed: October 16, 2018

1 Defendant Shein Fashion Group, Inc. (“Defendant” or “Shein Fashion Group”)
2 responds to Plaintiff’s Complaint, filed October 16, 2018, ECF No. 1, as follows:

3 **JURISDICTION AND VENUE**

4 1. Shein Fashion Group admits that Plaintiff purports to state a claim under the
5 Copyright Act of 1976, Title 17 U.S.C. §§ 101 et seq., but denies any copyright
6 infringement alleged by Plaintiff.

7 2. Shein Fashion Group admits that this Court has federal question jurisdiction
8 under 18 U.S.C. § 1331 and § 1338(a) & (b).

9 3. Shein Fashion Group admits that it is subject to general personal jurisdiction
10 in California. Shein Fashion Group denies that this action arises from any activities that
11 occurred within the state of California and further denies that this action arises from
12 activities conducted by Shein Fashion Group. Shein Fashion Group lacks sufficient
13 knowledge or information to admit or deny the remaining allegations in paragraph 3 of the
14 Complaint and, therefore, denies them.

15 4. Shein Fashion Group admits that venue is proper in this district under 28
16 U.S.C. § 1400(a) because Shein Fashion Group is located within this district. Shein
17 Fashion Group lacks sufficient knowledge or information to admit or deny the remaining
18 allegations in paragraph of the Complaint and, therefore, denies them.

19 **PARTIES**

20 5. Shein Fashion Group lacks sufficient knowledge or information to admit or
21 deny the allegations in paragraph 5 of the Complaint and, therefore, denies them.

22 6. Shein Fashion Group admits that it is a California corporation and that its
23 principal place of business is 345 N. Baldwin Park Blvd., City of Industry, California
24 91746.

25 7. Shein Fashion Group lacks sufficient knowledge or information to admit or
26 deny the allegations in paragraph 7 of the Complaint and, therefore, denies them.

27 8. Shein Fashion Group lacks sufficient knowledge or information to admit or
28 deny the allegations in paragraph 8 of the Complaint and, therefore, denies them.

1 9. Shein Fashion Group lacks sufficient knowledge or information to admit or
2 deny the allegations in paragraph 9 of the Complaint and, therefore, denies them.

3 10. Shein Fashion Group denies that Plaintiff's rights have been violated and that
4 it has suffered any damages. Shein Fashion Group lacks sufficient knowledge or
5 information to admit or deny the remaining allegations in paragraph 10 of the Complaint
6 and, therefore, denies them.

7 **FACTUAL BACKGROUND**

8 11. Shein Fashion Group lacks sufficient knowledge or information to admit or
9 deny the allegations in paragraph 11 of the Complaint and, therefore, denies them.

10 12. Shein Fashion Group denies the allegations in paragraph 12 of the Complaint.

11 13. Shein Fashion Group admits that paragraph 13 of the Complaint depicts
12 swimwear. Shein Fashion Group denies the remaining allegations in paragraph 13 of the
13 Complaint.

14 14. Shein Fashion Group lacks sufficient knowledge or information to admit or
15 deny the allegations in paragraph 14 of the Complaint and, therefore, denies them.

16 15. Shein Fashion Group lacks sufficient knowledge or information to admit or
17 deny the allegations in paragraph 15 of the Complaint and, therefore, denies them.

18 16. Shein Fashion Group lacks sufficient knowledge or information to admit or
19 deny the allegations in paragraph 16 of the Complaint and, therefore, denies them.

20 17. Shein Fashion Group lacks sufficient knowledge or information to admit or
21 deny the allegations in paragraph 17 of the Complaint and, therefore, denies them.

22 18. Shein Fashion Group lacks sufficient knowledge or information to admit or
23 deny the allegations in paragraph 18 of the Complaint and, therefore, denies them.

24 19. Shein Fashion Group lacks sufficient knowledge or information to admit or
25 deny the allegations in paragraph 19 of the Complaint and, therefore, denies them.

26 20. Shein Fashion Group lacks sufficient knowledge or information to admit or
27 deny the allegations in paragraph 20 of the Complaint and, therefore, denies them.

28 21. Shein Fashion Group lacks sufficient knowledge or information to admit or

1 deny the allegations in paragraph 21 of the Complaint and, therefore, denies them.

2 22. Shein Fashion Group lacks sufficient knowledge or information to admit or
3 deny the allegations in paragraph 22 of the Complaint and, therefore, denies them.

4 23. Shein Fashion Group lacks sufficient knowledge or information to admit or
5 deny the allegations in paragraph 23 of the Complaint and, therefore, denies them.

6 24. Shein Fashion Group lacks sufficient knowledge or information to admit or
7 deny the allegations in paragraph 24 of the Complaint and, therefore, denies them.

8 25. Shein Fashion Group lacks sufficient knowledge or information to admit or
9 deny the allegations in paragraph 25 of the Complaint and, therefore, denies them.

10 26. Shein Fashion Group admits that Plaintiff refers to certain alleged designs as
11 “Subject Artworks.” Shein Fashion Group denies the remaining allegations in paragraph
12 26 of the Complaint.

13 27. Shein Fashion Group denies the allegations in paragraph 27 of the Complaint.

14 **FIRST CLAIM FOR RELIEF**

15 **FOR COPYRIGHT INFRINGEMENT**

16 **(Against All Defendants)**

17 28. Shein Fashion Group repeats and incorporates by reference its responses
18 contained in paragraphs 1-27 above as if fully set forth herein.

19 29. Shein Fashion Group denies that it had access to any designs allegedly
20 belonging to Plaintiff. Shein Fashion Group denies that it creates any swimwear or that it
21 operates or sells any products through the website www.shein.com or www.romwe.com.
22 Shein Fashion Group lacks sufficient knowledge or information to admit or deny the
23 remaining allegations in paragraph 29 of the Complaint and, therefore, denies them.

24 30. Shein Fashion Group denies the allegations in paragraph 30 of the Complaint.

25 31. In response to paragraph 31 of the Complaint, Shein Fashion Group denies
26 that Plaintiff is entitled to any injunctive relief.

27 32. In response to paragraph 32 of the Complaint, Shein Fashion Group denies
28 that Plaintiff is entitled to an impounding of any items.

1 33. In response to paragraph 33 of the Complaint, Shein Fashion Group denies
2 that Plaintiff is entitled to any actual or statutory damages.

3 34. In response to paragraph 34 of the Complaint, Shein Fashion Group denies
4 that Plaintiff is entitled to any award of attorneys' fees or costs.

5 **SECOND CLAIM FOR RELIEF**

6 **VICARIOUS AND/OR CONTRIBUTORY COPYRIGHT INFRINGEMENT**

7 **(Against All Defendants)**

8 35. Shein Fashion Group repeats and incorporates by reference its responses
9 contained in paragraphs 1-34 above as if fully set forth herein.

10 36. Shein Fashion Group denies the allegations in paragraph 36 of the Complaint.

11 37. Shen Fashion Group denies the allegations in paragraph 37 of the Complaint.

12 38. In response to paragraph 38 of the Complaint, Shein Fashion Group denies
13 that Plaintiff is entitled to any injunctive relief.

14 39. In response to paragraph 39 of the Complaint, Shein Fashion Group denies
15 that Plaintiff is entitled to an impounding of any items.

16 40. In response to paragraph 40 of the Complaint, Shein Fashion Group denies
17 that Plaintiff is entitled to actual or statutory damages.

18 41. In response to paragraph 41 of the Complaint, Shein Fashion Group denies
19 that Plaintiff is entitled to any award of attorneys' fees or costs.

20 **PRAYER FOR RELIEF**

21 The remaining allegations are part of a prayer for relief that do not require
22 admissions or denials by Shein Fashion Group. Any allegations of the Complaint not
23 hereinabove admitted, denied, or explained are denied, and Shein Fashion Group denies
24 that Plaintiff is entitled to any relief whatsoever against Shein Fashion Group. Shein
25 Fashion Group denies that Plaintiff is entitled to any of the relief sought in its prayer for
26 relief against Shein Fashion Group.

27 **DEFENSES AND AFFIRMATIVE DEFENSES**

28 Pursuant to Federal Rule of Civil Procedure 8(b) and (c), without assuming any

1 burden that it would not otherwise bear, without reducing or removing Plaintiff's burdens
2 of proof on its affirmative claims against Shein Fashion Group, reserving its right to assert
3 additional defenses and/or affirmative defenses, and solely to the extent deemed necessary
4 by the Court to maintain any and all of the following defenses, Shein Fashion Group
5 asserts the following defenses and/or affirmative defenses to Plaintiff's Complaint:

6 **FIRST DEFENSE**

7 **(No Statutory Standing)**

8 Plaintiff lacks standing to sue for infringement under 17 U.S.C. § 501 because it is
9 not the author of the works at issue.

10 **SECOND DEFENSE**

11 **(Failure to State a Claim)**

12 Plaintiff fails to state a claim for relief against Shein Fashion Group.

13 **THIRD DEFENSE**

14 **(Failure to Join An Indispensable Party)**

15 Plaintiff's claims should be dismissed because it has failed to name one or more
16 required parties and in those parties' absence, the Court cannot award complete relief
17 among the existing parties.

18 **FOURTH DEFENSE**

19 **(No Statutory Damages)**

20 Plaintiff has no claim for statutory damages because the infringements alleged in
21 the Complaint occurred before Plaintiff registered copyrights in the works at issue and/or
22 more than three months after Plaintiff published the works.

23 **FIFTH DEFENSE**

24 **(No Attorneys' Fees)**

25 Plaintiff has no claim for attorneys' fees because the infringement alleged in the
26 Complaint occurred before its registration of copyrights in the works at issue and/or more
27 than three months after it published the works.

SIXTH DEFENSE

(No Injunctive Relief)

Plaintiff is not entitled to injunctive relief because any alleged injury to Plaintiff is not immediate or irreparable, Plaintiff has an adequate remedy at law, and/or public policy concerns weigh against any injunctive relief.

SEVENTH DEFENSE

(Equitable Defenses)

Upon information and belief, Plaintiff is barred in whole or in part under principles of equity, including without limitation laches, waiver, estoppel, and/or unclean hands.

EIGHTH DEFENSE

(Acquiescence)

Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence.

NINTH DEFENSE

(Innocent Infringement)

To the extent there was any infringement of Plaintiff's alleged copyrights, the infringement was innocent because Shein Fashion Group had no knowledge of Plaintiff's purported rights.

TENTH DEFENSE

(Independent Creation)

Upon information and belief, the designs accused of infringement by Plaintiff were independently created by third parties.

SHEIN FASHION GROUP'S PRAYER FOR RELIEF

WHEREFORE, Shein Fashion Group prays for relief as follows:

1. That Plaintiff take nothing by way of the Complaint and the Court dismiss the Complaint with prejudice;
2. That the Court enter judgment that Shein Fashion Group is the prevailing party in this action;

1 3. That the Court award Shein Fashion Group all costs, expenses, and attorneys'
2 fees to which it is entitled under applicable law; and

3 4. That the Court award Shein Fashion Group all other relief to which it may be
4 entitled.

5
6 DATED: December 21, 2018

GREENBERG TRAURIG, LLP

7
8 By /s/ Valerie W. Ho

9 Valerie W. Ho

10 Defendant

11 SHEIN FASHION GROUP, INC.,
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